


  
**FEDERAL REGISTER**
  
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*Washington, Thursday, April 3, 1941*

**The President**

**EXECUTIVE ORDER**

**RESTORING LANDS OF THE HOMESTEAD FIELD  
MILITARY RESERVATION TO THE USE OF  
THE TERRITORY OF HAWAII**

WHEREAS by Executive Order No. 665 of the Governor of the Territory of Hawaii, dated October 28, 1935, certain lands of the Molokai Airport, situated on the island of Molokai, Territory of Hawaii, were set aside for military purposes, which lands now comprise the Homestead Field Military Reservation; and

WHEREAS it is deemed advisable and in the public interest that such lands be restored to the use of the Territory of Hawaii:

NOW, THEREFORE, by virtue of the authority vested in me by section 91 of the act of April 30, 1900, 31 Stat. 159, as amended by section 7 of the act of May 27, 1910, 36 Stat. 447, it is ordered that the following-described parcel of land comprising the Homestead Field Military Reservation, be, and it is hereby, restored to its previous status for the use of the Territory of Hawaii, subject to the right of the War Department to remove its improvements and installations thereon, if such removal has not been accomplished prior to the date of this order:

Beginning at the southwest corner of this parcel of land, the true azimuth and distance from said point of beginning to the southwest corner of the Molokai Airport being 85°10'30", 380.0 feet, and the coordinates of said point of beginning referred to Government Survey triangulation station "Middle Hill" being 317.1 feet north and 15,247.2 feet west, as shown on Government Survey Registered Map 1288, and running as follows, all azimuths being measured clockwise from true south:

1. 175°10'30", 200.0 feet along the remaining portion of Molokai Airport (Executive Order 307);

2. 265°10'30", 500.0 feet along same;  
3. 355°10'30", 200.0 feet along same;

4. 85°10'30", 500.0 feet to the point of beginning. Area 2,295 acres.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,  
March 29, 1941.

[No. 87241]

[F. R. Doc. 41-2405; Filed, April 1, 1941;  
12:58 p. m.]

**EXECUTIVE ORDER**  
**WITHDRAWING PUBLIC LAND FOR USE OF  
THE WAR DEPARTMENT**

**FLORIDA**

By virtue of the authority vested in me by section 1 of the act of July 9, 1918, c. 143, 40 Stat. 845, 848 (U.S.C., title 10, sec. 1341), it is ordered that, subject to valid existing rights, all the public lands within the following-described areas be, and they are hereby, withdrawn from all forms of appropriation under the public-land laws, including the mining laws, and reserved for the use of the War Department in connection with aerial gunnery ranges:

**TALLAHASSEE MERIDIAN**

T. 6 S., R. 12 W., sec. 7, all, sec. 18, that part lying west of longitude 85°27'30" west, sec. 17, all, sec. 18, all;  
T. 6 S., R. 13 W., sec. 1, lot 11, sec. 2, lot 2, sec. 11, lots 1, 2, 6, 7, 8, and SW $\frac{1}{4}$ NE $\frac{1}{4}$ , sec. 12, lots 1 to 7, inclusive, sec. 13, all; aggregating 1,744.86 acres.

The withdrawal made by this order shall take precedence over but shall not rescind or revoke as to any of the lands affected thereby in the above-described area, Executive Orders No. 4109 of December 8, 1924, No. 4262 of July 3, 1925, and No. 6964 of February 5, 1935, withdrawing certain lands for classification and in aid of legislation.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,  
March 29, 1941.

[No. 87251]

[F. R. Doc. 41-2404; Filed, April 1, 1941;  
12:58 p. m.]

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also to execute a waiver of all travel pay due on discharge in excess of 200 miles.

(2) *Enlistments for oversea service.* All applications for enlistment for service overseas for which no requisition is in force in the corps area will be forwarded to The Adjutant General. If enlistment is approved and the distance from the place of enlistment to the port of embarkation is less than 500 miles, the cost of transportation will be charged to recruiting funds. If the distance is in excess of 500 miles, the enlisted man will be required to pay the entire cost of his transportation and also to execute a waiver of all travel pay due on discharge in excess of 500 miles. (41 Stat. 765; 10 U.S.C. 42) [Par. 15, AR 600-750, April 10, 1939, as amended by Cir. 46, W.D., Mar. 21, 1941]

\* \* \* \*

E. S. ADAMS,  
Major General,  
The Adjutant General.

[F. R. Doc. 41-2407; Filed, April 1, 1941;  
2:20 p. m.]

## TITLE 32—NATIONAL DEFENSE

### CHAPTER VI—COUNCIL OF NATIONAL DEFENSE

#### SUBCHAPTER B—PRICE STABILIZATION DIVISION

##### PRICE SCHEDULE NO. 4—IRON AND STEEL SCRAP

Whereas the Price Stabilization Division of the Advisory Commission to the Council of National Defense is charged with functions related to the maintenance of price stability and the prevention of undue price rises and price dislocations; and

Whereas the increased demand for iron and steel scrap has exerted inflationary pressure upon the prices thereof, and has already caused, and threatens still further to cause, speculative activity, and the withholding of iron and steel scrap from the market; and

Whereas prices of iron and steel scrap have risen to a degree that has caused price instability and dislocations injurious to the national defense; and

Whereas under the foregoing circumstances, the absence of any maximum price standards has militated against and in some cases rendered it impossible for the Government to obtain voluntary cooperation in maintaining price stability and in preventing excessive and speculative price increases; and

Whereas it appears that the establishment of maximum price standards is necessary to facilitate cooperation with the Government and prevention of a price policy tending to weaken the defense effort through disastrous inflation, undue burdens upon the Government, economic dislocations, price spiralling, and profiteering, and the establishment of such standards is otherwise necessary in the

public interest and in the interest of national defense; and

Whereas on the basis of information secured by independent investigation by this Division and by the Office of Production Management and through cooperation of the trade, I find that the maximum prices as prescribed herein and set forth in Appendices A, B and C, annexed hereto, constitute reasonable limitations on prices for iron and steel scrap;

Now, therefore, in order to facilitate cooperation with the government in maintaining price stability and in preventing excessive and speculative price increases injurious to the defense program and to the public interest and welfare, it is directed that,

1. *Maximum prices on sales of iron and steel scrap other than railroad scrap.* On and after April 3, 1941, regardless of the terms of any commitment theretofore entered into, no person shall sell, offer to sell, deliver, or transfer at a price, iron or steel scrap other than railroad scrap to a consumer of iron or steel scrap or to any other person, at prices higher than the prices set forth in Appendix A annexed hereto, and no consumer shall buy, offer to buy, or accept delivery of, iron and steel scrap other than railroad scrap at prices higher than the prices set forth in Appendix A, except as provided in Paragraphs 6 and 7 hereof. Lower prices may, however, be charged, demanded, paid or offered.

2. *Maximum prices on sales of iron, and steel railroad scrap originating from railroads operating at consuming points covered in Appendix B.* (a) On and after April 3, 1941, except as provided in Paragraphs 6 and 7 hereof, regardless of the terms of any commitment theretofore entered into, the price for any sale, delivery, or transfer at a price, of iron and steel railroad scrap which originates from a railroad operating a line at a consuming point covered in Appendix B, attached hereto, is not to exceed the following:

(1) With respect to any grade listed in Appendix B, the highest maximum prices therein set forth for any point on the railroad's lines; and

(2) With respect to any other grade, the average price per gross ton obtained for such grade by the railroad maker thereof during the period commencing September 1, 1940, and ending January 31, 1941, or, in case no sale was made during the period, the price at which the grade was last sold by the railroad prior thereto, and, in either event, adjusted to allow for the average grade differentials of the railroad in a manner indicated in sub-paragraph (b) below;

and no railroad or other person shall on and after April 3, 1941 sell, offer to sell, deliver, or transfer at a price, to any consumer or other person and no person shall buy, offer to buy, or accept delivery of, any such grade of iron and steel railroad scrap at a price higher than the price herein prescribed. Lower prices

may, however, be charged, demanded, paid or offered.

(b) For purposes of subparagraph (a) (2) above, the maximum price for any grade not listed in Appendix B shall be adjusted to allow for the average grade differentials of the railroad by:

First, computing the amount of the base grade differential for the railroad which shall be the difference between the average price per gross ton obtained by the railroad for No. 1 Railroad Grade Heavy Melting Steel scrap during the period commencing September 1, 1940 and ending January 31, 1941 and the railroad's maximum price established for such grade under Subparagraph (a) above; and

Second, by applying this base grade differential to the price to be adjusted by either (i) subtracting the amount of such differential from such price in case the railroad's average price of No. 1 Railroad Grade Heavy Melting Steel scrap exceeds the railroads' maximum price established for such grade under Subparagraph (a) above or (ii) adding the same in case the railroad's average price is less than such maximum.

3. *Maximum prices on sales of iron and steel railroad scrap originating from railroads not operating at consuming points covered in Appendix B.* On and after April 3, 1941, except as provided in Paragraphs 6 and 7 hereof, regardless of the terms of any commitment theretofore entered into, no railroad or other person shall sell, offer to sell, deliver, or transfer at a price, any grade of iron and steel railroad scrap which originates from a railroad not operating at consuming points listed in Appendix B at a price higher than the average price per gross ton obtained for such grade by the railroad maker thereof during the period commencing September 1, 1940 and ending January 31, 1941, or in case no sale was made during the period, the price at which the grade was last sold by the railroad prior thereto; and no consumer or other person shall buy, offer to buy, or accept delivery, of any such grade of scrap at a higher price. Lower prices may, however, be charged, demanded, paid or offered.

4. *Maximum prices on sales of iron and steel scrap for export.* On and after April 3, 1941, regardless of the terms of any commitment theretofore entered into, no person shall sell or offer to sell for export, or deliver for export, iron or steel scrap, to any person at prices higher than the prices set forth in Appendix C annexed hereto and no consumer or agent or other person shall buy or offer to buy for export, or accept delivery of for export, iron or steel scrap at prices higher than the prices set forth in Appendix C except as provided in paragraphs 6 and 7 hereof. Lower prices may, however, be charged, demanded, paid or offered.

5. *Method of securing information governing maximum prices on sales of iron and steel railroad scrap.* On and

<sup>1</sup> § 71.8 (a) is amended.

after April 3, 1941, a sale of any grade of iron and steel railroad scrap for which no maximum price is published in Appendix B or C shall be made only after opportunity has been given any buyer of such scrap to learn the maximum price applicable to such sale by addressing an inquiry to the Price Stabilization Division in Washington, D. C. In order to provide such opportunity, no sale of any such grade of iron or steel railroad scrap shall be made, except as provided under Paragraph 6 below, until after the railroad maker thereof or other person has filed with the Price Stabilization Division at Washington, D. C. the information required to determine, in accordance with Paragraphs 2, 3, or 4 above, the maximum price thereby established for such grade and until the Price Stabilization Division has thereupon released a maximum price therefor.

**6. Extension of one week for uncompleted contracts.** In the event that any person has, prior to April 3, 1941, acquired possession of and ownership in iron or steel scrap at a price in excess of the maximum price established in this Price Schedule for the purpose of carrying out a contract for the sale of such scrap entered into prior to such date, such sale may be made and completed at the price contracted for, even though such price is in excess of the maximum price established herein, provided that deliveries are completed prior to April 10, 1941.

**7. Commissions.** In the event that a consumer of iron or steel scrap shall employ an agent or broker to purchase iron or steel scrap for its use and such agent or broker acquires such scrap at the maximum price applicable under this Schedule or at a lower price, such consumer may pay such agent or broker for such scrap a sum not exceeding the cost of such scrap to the agent or broker plus not more than 3% of the maximum price applicable under this Schedule. Such commission shall be payable only if (a) the agent or broker guarantees the quality and delivery of an agreed tonnage of the scrap; (b) the commission is shown as a separate charge in billing; (c) the scrap is invoiced at a price not higher than the maximum applicable herein; and (d) no dealer or broker splits or divides the commission allowed him by a consumer with any other dealer, broker, or consumer.

**8. Shipment—Limitation on use of certain kinds of iron and steel scrap.** (a) The shipment of iron and steel scrap should, insofar as practicable, be routed through the channels customarily utilized by the maker, dealer, broker or consumer in order to minimize the necessity for cross-hauling and to prevent dislocation of the machinery of collection and preparation for consumption.

(b) Consumers, brokers and dealers should, to the greatest possible extent, refrain from the purchase, and steel mills

(open hearths) from the use, of the kinds and grades of iron and steel railroad scrap not essential to their production; i. e. rerolling rails scrap should be diverted to rerolling mills and not cut for melting purposes.

**9. Evasion.** The price limitations set forth in this Schedule shall not be evaded whether by direct or indirect methods in connection with a purchase or sale of iron or steel scrap, or of any other materials, or by way of any service or other charge, including transportation charges, or discount, premium or other privilege, or by any tying-agreement or trade understanding, or otherwise.

**10. Record-keeping requirements.** Every dealer in, and every maker, smelter, processor, broker, or consumer of, and every other person purchasing or selling iron or steel scrap shall, until such time as further information is deemed necessary or appropriate hereunder, keep for inspection by the Price Stabilization Division and preserve for a period of not less than one year, complete and accurate records of: (a) All purchases and sales of iron and steel scrap, recording therein the person from or to whom each such purchase or sale was made, the date thereof, the price paid or received, and the quantity in pounds and quality by grades in iron or steel scrap, or both, involved; and

(b) As of the close of each month the amount in pounds of iron and steel scrap, (i) on hand and (ii) on order.

**11. Reports of consumers' inventories and purchases of iron and steel scrap.** Every consumer of iron or steel scrap, on or before May 1, 1941, shall file a report with the Price Stabilization Division of the Advisory Commission to the Council of National Defense, Washington, D. C., setting forth its total inventories of iron and steel scrap on hand on April 1, 1941. In addition every consumer who purchases iron or steel scrap shall, on or before the tenth day of the month following the month in which one or more purchases are made, file a report with the Division stating (a) the number of pounds and the grade of the iron and steel scrap purchased, specifying whether such scrap was railroad scrap; (b) the price at which the purchase was made; (c) the amount of scrap melted during the previous month; and (d) the relationship of the scrap purchased during the previous month to the ingot production for that month.

**12. Enforcement.** In the event of refusal or failure to abide by the price limitations, record requirements, and other provisions contained in this Schedule, or in the event of any evasion or attempt to evade the price limitations or other provisions contained in this Schedule, this Division will make every effort to assure (a) that the Congress and the public are fully informed of any failure to abide by the provisions of this Schedule; and (b) that the powers of the Gov-

ernment are fully exerted in order to protect the public interest and the interests of those persons who conform with this Schedule in the maintenance of ceiling prices set forth herein. Persons who have evidence of the demand or receipt of prices above the limitations set forth, or of any evasion or effort to evade such requirements, or of speculation, or manipulation of prices of iron or steel scrap, or of the hoarding or accumulating of unnecessary inventories thereof, are urged to communicate with the Price Stabilization Division.

**13. Supplemental schedules and reporting requirements.** In order to insure compliance with this Schedule supplements further stating its scope and, if necessary, requiring further reports to the Government, will be issued from time to time when found appropriate.

**14. Modification of the price schedule.** Persons complaining of hardship or inequity in the operation of this Schedule may apply to the Price Stabilization Division of the Advisory Commission to the Council of National Defense, Washington, D. C., for approval of any modification thereof or exception therefrom, and the Price Stabilization Division may, upon its own initiative, and as and when it deems appropriate, modify or enlarge this Price Schedule and the maximum prices established hereunder.

**15. Definitions.** When used in this Schedule: (a) The term "person" includes an individual, corporation, association, partnership, or other business entity;

(b) The term "iron and steel scrap other than railroad scrap" means the kinds and grades of iron and steel scrap referred to in Appendix A;

(c) the term "iron and steel railroad scrap" means iron and steel scrap having a railroad ownership origin and includes the kinds and grades of iron and steel scrap referred to in, and determined under, Appendix B;

(d) the term "iron and steel scrap" means all kinds and grades of iron and steel scrap including iron and steel railroad scrap;

(e) the term "consumer" means a purchaser, for its own consumption, of iron or steel scrap, i. e. smelter, foundry, steel mill, etc.;

(f) the term "maker of iron and steel scrap" means any manufacturer, fabricator, wrecker, railroad, or other person who makes iron or steel scrap. Iron and steel scrap shall be deemed to be "made" when first sold, or offered for sale, or delivered, as iron or steel scrap.

**16. This Schedule shall become effective April 3, 1941, except as otherwise specifically provided herein.**

Issued this 2d day of April, 1941.

Sec. 2, 39 Stat. 649; order filed June 3, 1940, F. R. Doc. 40-2213 (5 F.R. 2114); order filed June 24, 1940, F. R. Doc. 40-2583 (5 F.R. 2381)



## FEDERAL REGISTER, Thursday, April 3, 1941

Appendix B shall be applied to \$15.00 as a base and \$1.00 added to obtain the maximum prices.

[F. R. Doc. 41-2419; Filed, April 2, 1941; 11:14 a. m.]

## PRICE SCHEDULE NO. 5—BITUMINOUS COAL

Whereas the Price Stabilization Division of the Advisory Commission to the Council of National Defense is charged with functions related to the maintenance of price stability and the prevention of undue price rises and price dislocations; and

Whereas the Nation's production of bituminous coal has in large part ceased as a result of a failure of the mine operators and employees to negotiate a wage agreement, and unless production is promptly resumed, there will be a shortage in the supply of bituminous coal available to meet the demand therefor; and

Whereas on account of such shortage and fears of shortage a serious and perhaps excessive and disastrous rise in the prices of bituminous coal is clearly threatened, which price rise will have an injurious effect upon the Nation's economy, because of the importance of bituminous coal as the prime source of energy for industry and as the prime source of heat for domestic consumers; and

Whereas it is difficult and perhaps impossible to maintain price stability and prevent excessive and unwarranted price increases in the absence of specific maximum standards set with the utmost expedition and at all levels of sale; and

Whereas the prompt establishment of such standards is necessary to prevent the kind of price policy which leads to a weakening of the defense effort through disastrous inflation, undue burdens upon the Government, economic dislocations, price spiraling, and profiteering, and the establishment of such standards is otherwise necessary in the public interest and in the interest of national defense; and

Whereas on the basis of information made available through the cooperation of the Bituminous Coal Division of the Department of the Interior, and on the basis of other information secured by the Price Stabilization Division, I find that the maximum prices set forth below in this Price Schedule constitute reasonable limitations, in the present emergency, for bituminous coal,

Now, therefore, in order to facilitate cooperation with the Government in maintaining price stability and in preventing excessive and speculative price increases injurious to the defense program and to the public interest and welfare, it is directed that:

**1. Ceiling price.** On or after April 3, 1941, no person selling bituminous coal, whether producer, distributor, retailer

or any other seller, shall sell or deliver bituminous coal, or offer to sell or deliver bituminous coal, at a price exceeding the ceiling price. The ceiling price shall be the price received by such seller for a similar sale or delivery made on March 28, 1941. A similar sale or delivery shall refer only to a sale or delivery involving the same size and quality of coal, the same intended use, the same or nearby delivery and transportation points, and the same method of transportation: *Provided*, That nothing herein shall prevent the seller from continuing to receive such price differentials on the basis of quantity sold or delivered as have customarily been received by such seller. In the event that no similar sale or delivery was made by such seller on March 28, 1941, the ceiling price shall be the price received by such seller for the latest similar sale or delivery made prior to March 28, 1941. In the event that no similar sale or delivery was previously made by such seller, the ceiling price shall be determined by appropriate adjustment of the applicable prices on most similar sales.

A lower price than the ceiling price may be charged, demanded, or offered: *Provided*, That nothing herein shall be construed to authorize the receiving of a price lower than that prescribed pursuant to the Bituminous Coal Act of 1937. The price limitations set forth in this Schedule shall not be evaded whether by direct or indirect methods, or by charges for service or other charges not previously made by the seller of the coal.

**2. Modification.** This Price Schedule is issued upon the basis of presently existing conditions. In the event of a substantial resumption of production of bituminous coal, this Price Schedule will be revoked as soon as practicable; and in the event of any other substantial change in conditions, this Price Schedule will be adjusted, or revoked, as may be appropriate. Persons complaining of hardship or inequity in the operation of this Schedule may apply to the Price Stabilization Division for approval of any modification thereof.

**3. Supplements.** In order to facilitate the application of this Schedule, Supplements further stating its scope will be issued from time to time as may be necessary or appropriate.

**4. Enforcement.** In the event of refusal or failure to abide by the price limitations contained in this Schedule, this Division will make every effort to assure (a) that Congress, the various Federal, State and local agencies and committees, including defense organizations, and the public are fully informed of the instances of such profiteering or noncooperation; and (b) that the powers of the Government are fully exerted in order to protect the public interest in the maintenance of fair prices. Persons who have evidence of the demand or receipt of prices above the limitations set forth, or of speculation, ma-

nipulation of prices, or hoarding, are urged to communicate with the Price Stabilization Division. (Sec. 2, 39 Stat. 649; Order filed June 3, 1940, F.R. Doc. 40-2213 (5 F.R. 2114); (Order filed June 24, 1940, F.R. Doc. 40-2583 (5 F.R. 2381).)

Issued this 2d day of April 1941.

LEON HENDERSON,  
Commissioner.

[F. R. Doc. 41-2441; Filed, April 2, 1941; 11:58 a. m.]

## TITLE 42—PUBLIC HEALTH

## CHAPTER I—PUBLIC HEALTH SERVICE

## PART 4—NARCOTIC ADDICTS

AMENDMENT TO REGULATIONS GOVERNING THE ISSUE OF TRANSPORTATION TO VOLUNTARY PATIENTS DISCHARGED FROM THE UNITED STATES PUBLIC HEALTH SERVICE HOSPITAL, LEXINGTON, KENTUCKY

MARCH 21, 1941.

Pursuant to the authority contained in the Federal Security Agency Appropriation Act, 1941, 54 Stat. 586, 587, the Regulations Governing the Issue of Transportation to Voluntary Patients Discharged from the United States Public Health Service Hospital, Lexington, Kentucky, approved by the Acting Secretary of the Treasury on July 22, 1936 (42 CFR 4.28), are hereby amended to read as follows:

**§ 4.28 Transportation and subsistence allowance for cured voluntary patients.** Any person admitted to the United States Public Health Service Hospital at Lexington, Kentucky, or Fort Worth, Texas, as a voluntary patient and discharged as cured shall be furnished, by way of the most economical usually traveled route to the place of bona fide residence within the continental United States or to such other place within the continental United States as the Medical Officer in Charge considers will afford the best opportunity for permanent rehabilitation, such transportation and/or such cash subsistence allowance as may be necessary. Cash subsistence allowances shall be computed in accordance with the provisions of the Standardized Government Travel Regulations in force at the time of such discharge which govern the payment of per diem in lieu of subsistence expenses to civilian officials and employees while traveling on official business for the Government, at a rate determined by the Surgeon General, not in excess of the maximum which may be paid under said Regulations.

THOMAS PARRAN,  
Surgeon General.

Approved:

WAYNE COY,  
Acting Administrator.

MARCH 29, 1941.

[F. R. Doc. 41-2406; Filed, April 1, 1941; 2:07 p. m.]

**Notices****WAR DEPARTMENT.**

[Contract No. W 669 qm-9129; O. I. No. 1982]

**SUMMARY OF CONTRACT FOR SUPPLIES**

**CONTRACTOR:** CRAMERTON MILLS,  
INCORPORATED

Contract for: Cloth, Cotton, Khaki.  
Amount: \$1,236,500.00.

**Place:** Philadelphia Quartermaster Depot, Philadelphia, Pa.

This contract, entered into this ninth day of October 1940.

**Scope of this contract.** The contractor shall furnish and deliver \* \* \* yards Cloth, Cotton, Khaki for the consideration stated totaling one million, two hundred thirty-six thousand, five hundred dollars (\$1,236,500.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Delays—Liquidated damages.** If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

**Liquidated damages.** Under the terms and conditions stipulated in Article 17 of this contract, the contractor shall pay to the Government, as liquidated damages, for each unit undelivered, a sum equal to \* \* \* percentum of the price of each unit for each day's delay after the date or dates specified.

**Terms of payment.** Discount will be allowed for prompt payment as follows: 20 calendar days one %. Bond: Furnished. Amount: \$247,300.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 350 P2-0240 A 0515-01 the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directive No. P-C-63.

**FRANK W. BULLOCK,**  
*Major, Signal Corps,*  
*Assistant to the Director of Purchases and Contracts.*

[F. R. Doc. 41-2412; Filed, April 2, 1941;  
9:46 a. m.]

[Contract No. W 6974 qm-1; O. I. No. 1-41]

**SUMMARY OF CONTRACT<sup>1</sup> FOR COST-PLUS-A-FIXED-FEE ARCHITECT-ENGINEER SERVICES**

**ARCHITECT-ENGINEER:** STEVENS AND KOON,  
SPALDING BUILDING, PORTLAND, OREGON

Amount fixed fee: \$10,000.00.

Estimated cost of construction project: \$8,288,289.00.

Type of construction project: Construction of a new Ordnance Depot.

Location: Umatilla Site in Morrow and Umatilla Counties, Oregon.

Type of service: Architectural-Engineering (preliminary study, survey, and report).

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7411 P 1-3211 A 0540-067-N the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 29th day of October 1940.

**Description of the work.** The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of a new Ordnance Depot at the Umatilla Site in Morrow and Umatilla Counties, Oregon, and estimated to cost \$8,288,289.00.

**Data to be furnished by the Government.** The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

**Fixed-fee and reimbursement of expenditures.** In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following: A fixed fee in the amount of ten thousand and no/100 dollars (\$10,000.) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures:

The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b (2) above.

<sup>1</sup>Approved by The Assistant Secretary of War November 13, 1940.

Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, received bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

**Changes in scope of project.** The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

**Termination for cause or for convenience of the Government.** The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public, No. 703—76th Congress, approved July 2, 1940.

Public, No. 309—76th Congress, approved August 7, 1939.

**FRANK W. BULLOCK,**  
*Major, Signal Corps,*  
*Assistant to the Director of Purchases and Contracts.*

[F. R. Doc. 41-2411; Filed, April 2, 1941;  
9:46 a. m.]

[Contract No. W 6478 qm-3; O. I. No. 12-41]

**SUMMARY OF COST-PLUS-A-FIXED-FEE CONSTRUCTION CONTRACT<sup>1</sup>**

**CONTRACTOR:** WILLIAM A. SMITH CONSTRUCTION CO., INC., SHARP AND FELLOWS CONTRACTING CO., ARMSTRONG & ARMSTRONG, AND L. R. ALLISON CO.

Fixed fee: \$277,050.00.

Contract for: Construction of an Ordnance Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto.

Place: Fort Wingate, New Mexico.

Estimated cost of project: \$8,100,950.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

QM 7410 P1-3211 A 0540.067-N.

This contract, entered into this 3rd day of February 1941.

**Statement of work.** The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: Construction of an Ordnance Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto, at Fort Wingate, New Mexico.

<sup>1</sup>Approved by the Under Secretary of War, February 14, 1941.

It is estimated that the total cost of the construction work covered by this contract will be approximately eight million one hundred thousand nine hundred fifty dollars (\$8,100,950.00) exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of two hundred seventy-seven thousand fifty dollars (\$277,050.00) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

*Payments—Reimbursement for cost.* The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

*Rental for Contractor's equipment.* Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

*Payment of the fixed-fee.* The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor.

*Termination of contract by Government.* Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of

the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law: Public, No. 703—76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2413; Filed, April 2, 1941;  
9:47 a. m.]

[Contract No. W 6478 qm-2; O. I. No. 1-11]  
SUMMARY OF CONTRACT<sup>1</sup> FOR COST-PLUS-A-FIXED-FEE ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: TEMPLE H. BUELL, AN INDIVIDUAL DOING BUSINESS AS T. H. BUELL & CO. AND FROUTY BROS. ENGINEERING CO., A PARTNERSHIP, BOTH OF DENVER, COLORADO

Amount fixed fee: \$57,970.

Estimated cost of construction project: \$8,378,000.

Type of construction project: Construction of an Ordnance Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto.

Location: Fort Wingate, New Mexico.

Type of service: Architectural-Engineering.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. 7410 P1-3211 A 0540.067-N, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 15th day of January 1941.

*Description of the work.* The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of an Ordnance Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto, at Fort Wingate, New Mexico, and estimated to cost \$8,378,000.

*Data to be furnished by the Government.* The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

*Fixed-fee and reimbursement of expenditures.* In consideration for the undertakings under the contract, the Architect-Engineer shall be paid the following: A fixed fee in the amount of

fifty-seven thousand, nine hundred seventy and no/100 dollars (\$57,970.00) which shall constitute complete compensation for the Architect-Engineer's services.

*Reimbursement for the following expenditures.* The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b (2) above.

*Method of payment.* Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified pay rolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

*Changes in scope of project.* The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

*Termination for cause or for convenience of the Government.* The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public, No. 309—76th Congress, Approved August 7, 1939.

Public, No. 703—76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2414; Filed, April 2, 1941;  
9:48 a. m.]

[Contract No. W 6974 qm-5; O. I. No. 5]

SUMMARY OF CONTRACT<sup>1</sup> FOR COST-PLUS-A-FIXED-FEE ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: STEVENS AND KOON, SPALDING BUILDING, PORTLAND, OREGON

Amount fixed fee: \$49,000.00.

Estimated cost of construction project: \$7,547,661.00.

Type of construction project: Construction of Ordnance Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto.

Location: Umatilla Site in Morrow and Umatilla Counties, Hermiston, Oregon.

Type of service: Architectural-Engineering (For construction of project).

The supplies and services to be obtained by this instrument are authorized

[Approved by the Under Secretary of War, February 14, 1941.]

<sup>1</sup> Approved by the Under Secretary of War, January 31, 1941.

by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7411 P1-3211 A 0540.067-N the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 18th day of January 1941.

*Description of the work.* The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of Ordnance Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto at Hermiston in Morrow and Umatilla Counties, Oregon and estimated to cost \$7,547,661.00.

*Data to be furnished by the Government.* The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

*Fixed-fee and reimbursement of expenditures.* In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

A fixed fee in the amount of forty-nine thousand and no/100 dollars (\$49,000.00) which shall constitute complete compensation for the Architect-Engineer's services.

*Reimbursement for the following expenditures.* The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b (2) above.

*Method of payment.* Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, received bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

*Changes in scope of project.* The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

*Termination for cause or for convenience of the Government.* The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 703—76th Congress, approved July 2, 1940.

No. 65—2

Public No. 309—76th Congress, approved August 7, 1939.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2410; Filed, April 2, 1941;  
9:45 a. m.]

[Contract No. W 6974 qm-6; O. I. No. 6]

**SUMMARY OF COST-PLUS-A-FIXED-FEE  
CONSTRUCTION CONTRACT<sup>1</sup>**

CONTRACTOR: J. A. TERTELING & SONS, BOX  
1406, BOISE, IDAHO.

Fixed-fee: \$245,730.00.

Contract for: Construction of Ordnance Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto.

Place: Umatilla Site in Morrow and Umatilla Counties, Hermiston, Oregon.  
Estimated cost of project: \$7,301,-931.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same: QM 7412 P1-3211 A 0540.067-N.

This contract, entered into this 21st day of January, 1941.

*Statement of work.* The contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: Construction of Ordnance Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto at Umatilla Site in Morrow and Umatilla Counties, Hermiston, Oregon.

It is estimated that the total cost of the construction work covered by this contract will be approximately seven million three hundred one thousand nine hundred thirty-one dollars (\$7,301,931.00) exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of two hundred forty-five thousand seven hundred thirty dollars (\$245,730.00) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifici-

cations, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

*Payments—Reimbursement for cost.* The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

*Rental for contractor's equipment.* Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

*Payment of the fixed-fee.* The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety-percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor.

The Contractor hereby agrees that he will:

Procure and thereafter maintain such bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may approve or require.

*Termination of contract by Government.* Should the Contractor at anytime refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law: Public No. 703—76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2409; Filed, April 2, 1941;  
9:44 a. m.]

<sup>1</sup> Approved by the Under Secretary of War February 17, 1941.

## DEPARTMENT OF THE INTERIOR.

## Bituminous Coal Division.

[Docket No. A-632]

PETITION OF MARMET COAL COMPANY, A CODE MEMBER PRODUCER IN DISTRICT NO. 8, FOR COMPETITIVE PRICES FOR SHIPMENTS TO SPECIFIED CONSUMERS IN THE CHARLESTON, WEST VIRGINIA, AREA AND VICINITY

## MEMORANDUM OPINION AND ORDER GRANTING, IN PART, TEMPORARY RELIEF

This proceeding was instituted upon an original petition filed by the above-named code member producer in District No. 8, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937. The petition prays for the issuance of temporary order permitting the code member to sell certain consumers in the Charleston, West Virginia, area at prices lower than the effective minimum prices.

The petitioner alleges that, as a result of a proceeding pending before the Division to determine the status of the commerce in coals moving into the Charleston, West Virginia, area, its competitors are able to sell coal to certain consumers located in the Charleston, West Virginia, area at prices lower than the effective minimum prices, whereas the petitioner is presently bound to observe the effective minimum price schedule for District No. 8 upon sales to the same consumers, to the prejudice of its competitive opportunities.

An informal conference prayed for in this matter was, upon due notice to interested parties, held on March 5, 1941, at which time all interested parties were given the opportunity to express their views concerning the prayer for temporary relief. Only the original petitioner was represented.

The petitioner made the following representations at the informal conference: The mine of the original petitioner is a new operation. It is in the same locality as its competitors, who are exempted from the effective minimum prices on coals sold in the Charleston, West Virginia, area, being separated by distances varying from four to ten miles. It commenced operations November 20, 1940, and was compelled to shut down December 27, 1940, because it could not sell any of its coals in the Charleston, West Virginia, area inasmuch as its competitors, who are operating full time, are favored with lower prices. Its mine production was 40% 2' lump and 60% 2" nut and slack, and if operating at full capacity would have a daily average between 400 and 500 tons.

However, it appeared, petitioner has never actually sold any of its coals to consumers in the Charleston, West Virginia, area; but that it was advised in February 1941, by its sales agent, Rich Vein Coal Company, that if it had been on the same exempted basis as its competitors, E. I. duPont De Nemours & Company, Belle, West Virginia, would have purchased two barge loads of its 2" nut and slack.

It thus appears that as a practical matter petitioner has been injured only

in connection with the business of E. I. duPont De Nemours & Company, Belle, West Virginia, which is now enjoyed by competing code members at prices lower than the effective minimum prices.

In these circumstances the Director is of the opinion that a reasonable showing of necessity has been made for the extension of the temporary relief prayed for with respect to shipments to E. I. duPont De Nemours & Company at Belle, West Virginia and that an adequate showing has been made of actual or impending injury in the event that such relief is not granted.

*Now, therefore, it is ordered.* That temporary relief in the above-entitled matter is granted, as follows: Commencing forthwith, the effective minimum prices applicable to the coals of the original petitioner, Marmet Coal Company, are reduced by an amount sufficient to enable it to compete for the business of the E. I. duPont De Nemours & Company: *Provided, however,* That the original petitioner shall file with the Division, in Docket A-632, on or before the tenth day of each month, a report showing the size, quality and price of each ton of coal sold during the preceding month to the above-mentioned consumer.

Notice is hereby given that applications to stay, terminate or modify the temporary relief herein granted may be filed pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: April 1, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2428; Filed, April 2, 1941;  
11:19 a. m.]

[Docket No. A-665]

PETITION OF ENOS COAL MINING COMPANY, A CODE MEMBER IN DISTRICT 11, FOR PRELIMINARY AND PERMANENT REDUCTIONS OF 10 CENTS PER TON IN THE EFFECTIVE MINIMUM PRICES FOR MINE INDEX 36, DISTRICT 11, IN SIZE GROUPS 1-5, INCLUSIVE, FOR SHIPMENT TO MARKET AREA 29

[Docket No. A-720]

PETITION OF DISTRICT BOARD 11 FOR PRELIMINARY AND PERMANENT REDUCTION OF 10 CENTS PER TON IN THE EFFECTIVE MINIMUM PRICES FOR DISTRICT 11 RAIL COALS IN SIZE GROUPS 1-6, INCLUSIVE, EXCEPT THOSE INCLUDED IN PRICE GROUPS 6, 14, 15, 16 AND 17, FOR SHIPMENT TO MARKET AREA 29, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

## ORDER POSTPONING HEARING

The above-entitled matters having been assigned for a consolidated public hearing on temporary and permanent relief before D. C. McCurtain, the duly designated Trial Examiner, on April 15, 1941, at 10 o'clock a. m., at a hearing room of the Bituminous Coal Division, 734 15th Street NW., Washington, D. C.; and

The Director finding that his action, as hereinafter set forth, is necessary in order to effectuate the purposes of the Act and afford all interested parties full opportunity to be heard;

*It is ordered.* That the hearing on temporary and permanent relief in the above-entitled matters be, and it hereby is, postponed from April 15, 1941, at 10 o'clock a. m., until April 25, 1941, at 10 o'clock a. m., at the place and before the officers heretofore designated.

*It is further ordered.* That the time for filing petitions of intervention in the above-entitled matters be, and it hereby is, extended until April 19, 1941.

Dated: April 1, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2423; Filed, April 2, 1941;  
11:18 a. m.]

[Docket No. A-725]

PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISHMENT OF SEASONAL DISCOUNTS TO APPLY ON THE SALES OF DISTRICT NO. 11 COALS DURING CERTAIN SPECIFIED MONTHS, FOR SHIPMENT TO ALL MARKET AREAS, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

## ORDER POSTPONING HEARING

The above-entitled matter having been assigned for a public hearing on temporary and permanent relief before D. C. McCurtain, the duly designated Trial Examiner, on April 15, 1941, at 10 o'clock a. m., at a hearing room of the Bituminous Coal Division, 734 15th Street NW., Washington, D. C.; and

The Director finding that his action, as hereinafter set forth, is necessary in order to effectuate the purposes of the Act and afford all interested parties full opportunity to be heard;

*It is ordered.* That the hearing on temporary and permanent relief in the above-entitled matter be, and it hereby is, postponed from April 15, 1941, at 10 o'clock a. m., until April 21, 1941, at 10 o'clock a. m., at the place and before the officers heretofore designated.

*It is further ordered.* That the time for filing petitions of intervention in the above-entitled matter be, and it hereby is, extended until April 15, 1941.

Dated: April 1, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2422; Filed, April 2, 1941;  
11:17 a. m.]

[Docket No. A-760]

PETITION OF HARPER & THORNTON COAL CO., A CODE MEMBER IN DISTRICT NO. 14, FOR MODIFICATION OF THE EFFECTIVE MINIMUM PRICES FOR CERTAIN COALS OF ITS MINE INDEX NO. 195 IN DISTRICT NO. 14

## NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly

filed with this Division by the above-named party:

*It is ordered.* That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on April 15, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW, Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

*It is further ordered.* That W. A. Cuff or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before April 10, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of Harper & Thornton Coal Co., a code member in District No. 14, for modification of the effective minimum prices for the coals in Size Groups 4, 6, 7, and 8 produced at its Mine Index No. 195 in District No. 14.

Dated: April 1, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2421; Filed, April 2, 1941;  
11:17 a. m.]

[Docket No. A-773]

PETITION OF LUCKY STRIKE MINING COMPANY, FOR MINE INDEX NO. 57, DISTRICT NO. 11, TO MODIFY THE EFFECTIVE MINIMUM PRICES ESTABLISHED FOR TRUCK SHIPMENTS TO MARKET AREA 34

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

*It is ordered.* That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on April 16, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, Commissioners Court Room, Vanderburgh County Court, Evansville, Indiana.

*It is further ordered.* That D. C. McCurtain or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before April 11, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of Lucky Strike Mining Company for a final order permitting the absorption of all the truck

transportation costs for coals shipped from its mine, Mine Index No. 57, to its tipple at Evansville, Indiana, in excess of 25 cents per net ton, and sold in Market Area 34.

Dated: April 1, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2420; Filed, April 2, 1941;  
11:17 a. m.]

[Docket No. 1527-FD]

IN THE MATTER OF THE APPLICATION OF E. C. MINTER COAL COMPANY FOR EXEMPTION

ORDER CONSENTING TO WITHDRAWAL

Upon the request of the applicant, the Director consents to the withdrawal of the above entitled application for exemption, upon the condition that the said withdrawal constitute a waiver of any interim exemption which might otherwise become effective during the pendency of a subsequent application for exemption involving the same transactions in commerce as are covered by the above application for exemption.

Dated: April 1, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2426; Filed, April 2, 1941;  
11:18 a. m.]

[Docket No. 1530-FD]

IN THE MATTER OF THE APPLICATION OF LILLYBROOK COAL COMPANY FOR EXEMPTION

ORDER CONSENTING TO WITHDRAWAL

Upon the request of the applicant, the Director consents to the withdrawal of the above entitled application for exemption, upon the condition that the said withdrawal shall constitute a waiver of any interim exemption which might otherwise become effective during the pendency of a subsequent application for exemption involving the same transactions in commerce as are covered by the above application for exemption.

Dated: April 1, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2427; Filed, April 2, 1941;  
11:19 a. m.]

[Docket No. 1531-FD]

IN THE MATTER OF THE APPLICATION OF LECCONY SMOKELESS FUEL COMPANY FOR EXEMPTION

ORDER CONSENTING TO WITHDRAWAL

Upon the request of the applicant, the Director consents to the withdrawal of the above entitled application for exemption, upon the condition that the said withdrawal shall constitute a waiver of any interim exemption which might otherwise become effective during the

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pendency of a subsequent application for exemption involving the same transactions in commerce as are covered by the above application for exemption.

Dated: April 1, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2425; Filed, April 2, 1941;  
11:18 a. m.]

[Docket No. 1532-FD]

IN THE MATTER OF THE APPLICATION OF  
C. H. MEAD COAL COMPANY FOR EXEMPTION

ORDER CONSENTING TO WITHDRAWAL

Upon the request of the applicant, the Director consents to the withdrawal of the above entitled application for exemption, upon the condition that the said withdrawal shall constitute a waiver of any interim exemption which might otherwise become effective during the pendency of a subsequent application for exemption involving the same transactions in commerce as are covered by the above application for exemption.

Dated: April 1, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2424; Filed, April 2, 1941;  
11:18 a. m.]

Bureau of Reclamation.

FIRST FORM RECLAMATION WITHDRAWAL,  
GENERAL INVESTIGATIONS, IDAHO

MARCH 20, 1941.

THE SECRETARY OF THE INTERIOR.

SIR: It is recommended that the following described lands be withdrawn from public entry under the first form of withdrawal, as provided in section 3, Act of June 17, 1902 (32 Stat., 388):

GENERAL INVESTIGATION, IDAHO

BOISE MERIDIAN

Johnson Park Reservoir Site

Township 17 North, Range 2 West:  
Sec. 30, all;  
Sec. 31, all;

Squaw Flat Reservoir Site

Township 16 North, Range 2 East:  
Sec. 6, all;  
Township 17 North, Range 2 East:  
Sec. 30, all;  
Sec. 31, all;

Alturas Lake Reservoir Site

Township 7 North, Range 13 East:  
Sec. 24, all;

Sec. 25, all;  
Sec. 26, all;  
Sec. 35, all;  
Sec. 36, all;

Township 7 North, Range 14 East:  
Sec. 17, all;

Sec. 18, all;  
Sec. 19, all;  
Sec. 20, all;

Sec. 29, all;  
Sec. 30, all;  
Sec. 31, all.

Respectfully,

JOHN C. PAGE,  
Commissioner.

MARCH 22, 1941.

I concur:

FRED W. JOHNSON,  
Commissioner of the General  
Land Office.

MARCH 27, 1941.

The foregoing recommendation is hereby approved and the Commissioner of the General Land Office will cause the records of his office and the local land office to be noted accordingly.

A. J. WIRTZ,  
Under Secretary.

[F. R. Doc. 41-2415; Filed, April 2, 1941;  
9:48 a. m.]

ADVERTISEMENT OF RECLAMATION WITHDRAWN LANDS FOR GRAZING LEASE IN OREGON

WASHINGTON, D. C., March 24, 1941.

1. Sealed proposals will be received at the office of the Bureau of Reclamation, Washington, D. C., until 2 o'clock, P. M., April 16, 1941, for the lease for grazing purposes of all or any tract or tracts of the lands shown on the accompanying list.

2. The lands will be leased for grazing purposes for a one-year period, May 1, 1941 to April 30, 1942, the lessee having an option to renew the lease from year to year, but not beyond April 30, 1946, provided the United States does not, by written notice, 90 days prior to the expiration of any annual period, notify the lessee that the lease cannot be renewed.

3. The bidder shall state in the proposal (a) the legal description of such subdivisions or tracts which he proposes to lease, (b) the area in acres, and (c) the total annual rental price he proposes to pay. The bidder may make such stipulations as he may desire regarding combinations of tracts he is willing to accept.

4. Bids must be accompanied by a payment in full for the first 12-month period. Funds so remitted by unsuccessful bidders will be returned on making of award. Subsequent payments for the purpose of exercising the yearly option renewals must be received in the Washington Office of the Bureau of Reclamation 30 days in advance of the termination of the lease and must be accompanied by a notice to the effect that the lessee desires to exercise such option. In case the necessary payment, accompanied by the notice of the lessee of his desire to exercise the option, is not made

on or before the due date, as herein set forth, the lease and the right of occupancy of the lessee terminate at the expiration of the period for which rental has theretofore been paid, without further notice or action. All remittances should be in the form of certified check, bank draft, or money order, drawn in favor of the "Treasurer of the United States."

5. Those desiring to bid should first consult a copy of lease form 7-523-A-G, which lease must be promptly executed by successful bidders before possession of land is given, and which describes various rights reserved by the United States, and other details not herein enumerated, to which the lessee must agree.

Copies of the lease form are available for review at the post offices at The Dalles, John Day, Burns, and Clarno, Oregon, as well as the Bureau of Reclamation office at Bend, Oregon, the West Extension Irrigation District, Irrigon, Oregon, and the Hermiston Irrigation District at Hermiston.

6. Envelopes containing bids must be sealed, marked, and addressed as follows:

Bid for lease of reclamation withdrawn land in Oregon to be opened at 2 p. m., eastern standard time, April 16, 1941.

H. W. BASHORE,  
Assistant Commissioner.

RECLAMATION WITHDRAWN LANDS IN OREGON

COLUMBIA RIVER

| Description                       | Area in Acres |
|-----------------------------------|---------------|
| T. 3 N., R. 20 E., W. M.:         |               |
| Sec. 28:                          |               |
| Lot 1                             | 13.00         |
| Lot 2                             | 13.00         |
| Lot 3                             | 8.45          |
| Sec. 28:                          |               |
| Lot 1                             | 49.25         |
| Lot 2                             | 35.00         |
| Lot 3                             | 19.10         |
| Lot 4                             | 8.75          |
| Sec. 32:                          |               |
| Lot 2                             | 35.00         |
| Lot 3                             | 35.00         |
| Lot 4                             | 35.00         |
| Sec. 34: SE $\frac{1}{4}$         | 160.00        |
| T. 3 N., R. 21 E.:                |               |
| Sec. 10:                          |               |
| Lot 1                             | 11.00         |
| Lot 2                             | 40.80         |
| Lot 3                             | 29.00         |
| E $\frac{1}{4}$ SE $\frac{1}{4}$  | 80.00         |
| Sec. 12:                          |               |
| NE $\frac{1}{4}$ NE $\frac{1}{4}$ | 40.00         |
| SE $\frac{1}{4}$                  | 160.00        |
| T. 4 N., R. 29 E.:                |               |
| Sec. 2: All                       | 640.00        |
| Sec. 3:                           |               |
| S $\frac{1}{4}$ NE $\frac{1}{4}$  | 80.00         |
| S $\frac{1}{4}$ NW $\frac{1}{4}$  | 80.00         |
| E $\frac{1}{4}$ SW $\frac{1}{4}$  | 80.00         |
| Sec. 12:                          |               |
| NE $\frac{1}{4}$                  | 160.00        |
| E $\frac{1}{4}$ NW $\frac{1}{4}$  | 80.00         |
| NW $\frac{1}{4}$ NW $\frac{1}{4}$ | 40.00         |
| NW $\frac{1}{4}$ SE $\frac{1}{4}$ | 40.00         |
| T. 5 N., R. 29 E.:                |               |
| Sec. 8:                           |               |
| Lot 1                             | 8.96          |
| Lot 2                             | 17.40         |
| Sec. 14: S $\frac{1}{4}$          | 320.00        |

\* Filed as part of the original document.

| Description  | Area in Acres |
|--|---------------|
| Sec. 15: SE $\frac{1}{4}$  | 160.00        |
| Sec. 18: A11   | 640.00        |
| Sec. 20: N $\frac{1}{2}$   | 320.00        |
| Sec. 22:   |               |
| N $\frac{1}{2}$ NE $\frac{1}{4}$   | 80.00         |
| N $\frac{1}{2}$ NW $\frac{1}{4}$   | 80.00         |
| N $\frac{1}{2}$ SE $\frac{1}{4}$   | 80.00         |
| Sec. 24: A11   | 640.00        |
| Sec. 26:   |               |
| NE $\frac{1}{4}$   | 160.00        |
| NW $\frac{1}{4}$   | 160.00        |
| NW $\frac{1}{4}$ SW $\frac{1}{4}$  | 40.00         |
| SE $\frac{1}{4}$   | 160.00        |
| Sec. 27: E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$   | 20.00         |
| Sec. 34:   |               |
| S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$    | 40.00         |
| N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ |               |
| SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$                                     | 150.00        |
| ROGUE RIVER  |               |
| T. 38 S., R. 3 E.:   |               |
| Sec. 24: E $\frac{1}{2}$ E $\frac{1}{2}$   | 160.00        |
| T. 38 S., R. 4 E.:   |               |
| Sec. 32: NW $\frac{1}{4}$ and SE $\frac{1}{4}$   | 320.00        |
| T. 39 S., R. 4 E.:   |               |
| Sec. 6: E $\frac{1}{2}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$                           | 120.00        |
| JOHN DAY—JACK KNIFE SITE   |               |
| T. 3 S., R. 18 E.:   |               |
| Sec. 14: All   | 640.00        |
| Sec. 15: All   | 640.00        |
| Sec. 22: All   | 640.00        |
| Sec. 23: All   | 640.00        |
| Sec. 26: All   | 640.00        |
| Sec. 27: N $\frac{1}{2}$ E $\frac{1}{2}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$                           | 560.00        |
| Sec. 34: NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ ,       |               |
| S $\frac{1}{2}$  | 600.00        |
| Sec. 35: N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$                           | 560.00        |
| T. 4 S., R. 18 E.:   |               |
| Sec. 2: NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$                            | 560.00        |
| Sec. 3: N $\frac{1}{2}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$         |               |
| SE $\frac{1}{4}$   | 600.00        |
| Sec. 10: All   | 640.00        |
| Sec. 11: E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$           | 520.00        |
| Sec. 13: N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$          |               |
| SE $\frac{1}{4}$   | 600.00        |
| Sec. 14: N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$          |               |
| NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ ,                |               |
| SE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$                                     | 440.00        |
| Sec. 15: All   | 640.00        |
| Sec. 23: All   | 640.00        |
| Sec. 24: All   | 640.00        |
| Sec. 25: All   | 640.00        |
| T. 4 S., R. 19 E.:   |               |
| Sec. 19: S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ ,                          |               |
| NW $\frac{1}{4}$ , S $\frac{1}{2}$   | 600.00        |
| Sec. 30: All   | 640.00        |
| JOHN DAY—CLARNO SITE   |               |
| T. 7 S., 19 E.:  |               |
| Sec. 17: E $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$          |               |
| NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ ,                |               |
| SE $\frac{1}{4}$   | 480.00        |
| Sec. 18: W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$           |               |
| SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ,                |               |
| SE $\frac{1}{4}$ SE $\frac{1}{4}$  | 400.00        |
| Sec. 19: N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$          |               |
| W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$                                     |               |
| S $\frac{1}{2}$ SE $\frac{1}{4}$   | 560.00        |
| Sec. 28: N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ,         |               |
| S $\frac{1}{2}$ SE $\frac{1}{4}$   | 520.00        |
| Sec. 29: NW $\frac{1}{4}$ NW $\frac{1}{4}$   | 40.00         |
| Sec. 30: All   | 640.00        |
| Sec. 32: NW $\frac{1}{4}$  | 160.00        |
| Sec. 33: N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ ,                          |               |
| SW $\frac{1}{4}$ NW $\frac{1}{4}$  | 160.00        |
| T. 8 S., R. 19 E.:   |               |
| Sec. 21: N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ,         |               |
| SW $\frac{1}{4}$ SE $\frac{1}{4}$  | 560.00        |
| T. 9 S., R. 19 E.:   |               |
| Sec. 24: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ ,                          |               |
| W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ | 280.00        |
| T. 8 S., R. 20 E.:   |               |
| Sec. 31: SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  | 200.00        |
| T. 9 S., R. 20 E.:   |               |
| Sec. 6: W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ ,         |               |
| SE $\frac{1}{4}$ SE $\frac{1}{4}$  | 480.00        |
| Sec. 7: N $\frac{1}{2}$ NE $\frac{1}{4}$   | 80.00         |
| Sec. 18: All   | 640.00        |
| Sec. 30: N $\frac{1}{2}$ , SE $\frac{1}{4}$  | 480.00        |
| Sec. 32: NE $\frac{1}{4}$ SW $\frac{1}{4}$   | 40.00         |
| BIG VALLEY RESERVOIR SITE  |               |
| T. 39 S., R. 22 E.:  |               |
| Sec. 32: S $\frac{1}{2}$ SW $\frac{1}{4}$  | 80.00         |

| Description  | Area in Acres |
|--|---------------|
| T. 40 S., R. 22 E.:  |               |
| Sec. 18: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ | 80.00         |
| Sec. 27: NW $\frac{1}{4}$ NW $\frac{1}{4}$                                     | 40.00         |

## JOHN DAY—DAYVILLE SITE

| Description  | Area in Acres |
|--|---------------|
| T. 12 S., R. 26 E.:  |               |
| Sec. 20: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , |               |
| NE $\frac{1}{4}$ SW $\frac{1}{4}$  | 120.00        |
| Sec. 30: NE $\frac{1}{4}$ NE $\frac{1}{4}$                                       | 40.00         |
| Sec. 34: NE $\frac{1}{4}$ SE $\frac{1}{4}$                                       | 40.00         |

## HARNEY

| Description   | Area in Acres |
|---|---------------|
| T. 18 S., R. 31 E.:   |               |
| Sec. 12: NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ ,                |               |
| SE $\frac{1}{4}$ SW $\frac{1}{4}$   | 120.00        |
| Sec. 13: N $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$                    | 160.00        |
| Sec. 14: S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ | 200.00        |
| SE $\frac{1}{4}$  | 160.00        |
| Sec. 23: E $\frac{1}{2}$ E $\frac{1}{2}$  | 480.00        |
| Sec. 25: NW $\frac{1}{4}$   | 160.00        |
| Sec. 26: NE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ ,                |               |
| N $\frac{1}{2}$ SE $\frac{1}{4}$  | 160.00        |
| Sec. 35: N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ |               |
| NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SW $\frac{1}{4}$      |               |
| SE $\frac{1}{4}$  | 440.00        |

| Description  | Area in Acres |
|--|---------------|
| T. 19 S., R. 31 E.:  |               |
| Sec. 2: N $\frac{1}{2}$ N $\frac{1}{2}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ |               |
| NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{2}$ ,      |               |
| SE $\frac{1}{4}$ SE $\frac{1}{4}$  | 400.00        |
| Sec. 11: NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$                                   | 240.00        |
| Sec. 12: E $\frac{1}{2}$ SE $\frac{1}{2}$  | 80.00         |
| Sec. 13: E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ ,                |               |
| W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$        | 240.00        |

| Description  | Area in Acres |
|--|---------------|
| T. 18 S., R. 32 E.:  |               |
| Sec. 6: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$                   | 120.00        |
| Sec. 7: W $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ ,                 |               |
| SE $\frac{1}{4}$ SE $\frac{1}{4}$  | 160.00        |
| Sec. 17: W $\frac{1}{2}$ W $\frac{1}{2}$   | 160.00        |
| Sec. 18: E $\frac{1}{2}$ SE $\frac{1}{2}$  | 80.00         |
| Sec. 19: E $\frac{1}{2}$ E $\frac{1}{2}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$                   | 200.00        |
| Sec. 20: W $\frac{1}{2}$ W $\frac{1}{2}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ |               |
| SW $\frac{1}{4}$   | 280.00        |
| Sec. 29: N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$                  | 120.00        |
| Sec. 30: NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$                |               |
| SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$        | 400.00        |
| Sec. 31: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ ,                |               |
| NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$  | 480.00        |

| Description   | Area in Acres |
|---|---------------|
| T. 19 S., R. 32 E.:   |               |
| Sec. 6: All   | 640.00        |
| Sec. 7: E $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , |               |
| SW $\frac{1}{4}$  | 320.00        |
| Sec. 18: SW $\frac{1}{4}$ SE $\frac{1}{4}$                                    | 40.00         |
| Sec. 19: W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ | 120.00        |

## BAKER

| Description  | Area in Acres |
|--|---------------|
| T. 6 S., R. 39 E.:   |               |
| Sec. 12: NE $\frac{1}{4}$  | 160.00        |
| T. 6 S., R. 40 E.:   |               |
| Sec. 8: SE $\frac{1}{4}$ SW $\frac{1}{4}$                                      | 40.00         |
| Sec. 17: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ | 80.00         |
| Sec. 22: NW $\frac{1}{4}$ SW $\frac{1}{4}$                                     | 40.00         |
| Sec. 23: NW $\frac{1}{4}$ SW $\frac{1}{4}$                                     | 40.00         |
| Sec. 26: NW $\frac{1}{4}$ NW $\frac{1}{4}$                                     | 80.00         |

| Description   | Area in Acres |
|---|---------------|
| T. 7 S., R. 40 E.:  |               |
| Sec. 2: E $\frac{1}{2}$ SE $\frac{1}{2}$                                      | 80.00         |
| Sec. 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$                                    | 40.00         |
| Sec. 12: NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ ,               |               |
| SW $\frac{1}{4}$ SE $\frac{1}{4}$   | 240.00        |
| Sec. 13: W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ | 240.00        |

| Description   | Area in Acres |
|---|---------------|
| T. 7 S., R. 41 E.:  |               |
| Sec. 2: E $\frac{1}{2}$ SE $\frac{1}{2}$                                      | 80.00         |
| Sec. 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$                                    | 40.00         |
| Sec. 12: NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$                 |               |
| SW $\frac{1}{4}$ SE $\frac{1}{4}$   | 240.00        |
| Sec. 13: W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ | 240.00        |

| Description                              | Area in Acres |
|--|---------------|
| T. 7 S., R. 42 E.:                       |               |
| Sec. 17: S $\frac{1}{2}$ S $\frac{1}{2}$ | 160.00        |
| Sec. 18: 40.00                           |               |
| Sec. 30: All                             | 640.00        |
| Sec. 32: NW $\frac{1}{4}$                | 160.00        |

| Description | Area in Acres |
| --- | --- |


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ous items of equipment for use on inspected vessels; and such other business as may come before the meeting.

[SEAL] WAYNE C. TAYLOR,  
Acting Secretary of Commerce.

[F. R. Doc. 41-2408; Filed, April 1, 1941;  
4:17 p. m.]

## DEPARTMENT OF LABOR.

### Wage and Hour Division.

#### NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the Act are issued under section 14 thereof and § 522.5 (b) of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective April 3, 1941.

The employment of learners under these Certificates is limited to the terms and conditions as designated opposite the employer's name. These Certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The Certificates may be cancelled in the manner provided for in the Regulations and as indicated on the Certificate. Any person aggrieved by the issuance of these Certificates may seek a review or reconsideration thereof.

#### NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

Columbus Hickory Furniture Company, Bedford, Indiana; Hickory Furniture, Woven seated articles, Stools, Souvenirs, Baskets & Simonite weaving material; 25 learners; 4 weeks for any one learner; 25 cents per hour; Hand Weaver; June 12, 1941.

Driscoll-Bruck Company, Ltd., 3564 S. E. Division Street, Portland, Oregon; Flies—Artificial Fishing; 5 learners; 12 weeks for any one learner; 25 cents per hour; Fly Tier; July 24, 1941.

The Sheldon Company, 407 East Pico Street, Los Angeles, California; Billfolds, Key Cases, Comb Cases, & Other Fancy Small Leather Goods; 1 learner; 6 weeks for any one learner; 26 cents per hour; Table Worker; August 21, 1941.

Signed at Washington, D. C., this 2d day of April 1941.

GUSTAV PECK,  
Authorized Representative  
of the Administrator.

[F. R. Doc. 41-2439; Filed, April 2, 1941;  
11:57 a. m.]

#### NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Determination and Order, November 8, 1939 (4 F.R. 4531), as amended, April 27, 1940 (5 F.R. 1586).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These Certificates become effective April 3, 1941. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificates. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

#### NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS, AND EXPIRATION DATE

Berne Overall and Shirt Company, Berne, Indiana; Apparel; Cotton Work Clothes; 5 learners (75% of the applicable hourly minimum wage); April 3, 1942.

Cut-Rite Undergarment Company, 29 Chuctunanda Street, Amsterdam, New York; Apparel; Nightgowns & Slips; 20 learners (75% of the applicable hourly minimum wage); July 17, 1941.

Driver Manufacturing Company, 2209 Fifth Avenue, Seattle, Washington; Apparel; Lingerie & Dresses; 2 learners (75% of the applicable hourly minimum wage); April 3, 1942.

Jacob Finkelstein and Sons, 128 Singleton Street, Woonsocket, Rhode Island; Apparel; Raincoats, Leather & Wool Jackets, Mackinaws; 10 learners (75% of the applicable hourly minimum wage); July 3, 1941.

Fit Rite Sports Headwear, 546 South Meridian Street, Indianapolis, Indiana; Apparel; Men's and Boys' dress caps & cloth hats; 3 learners; (75% of the applicable hourly minimum wage); April 3, 1942.

Gopher Manufacturing Company, 310 Broadway Street, Saint Paul, Minnesota; Apparel; Overalls & Overall Jackets; 5 learners; (75% of the applicable hourly minimum wage); April 3, 1942.

Lee Manufacturing Company, Inc., 6902 St. Vincent Avenue, Shreveport, Louisiana; Apparel; Work shirts & Pants; 10 percent (75% of the applicable hourly minimum wage); June 26, 1941.

The Nite Kraft Corporation, Third and Race Streets, Sunbury, Pennsylvania; Apparel; Men's & Boys' Sleeping Wear; 5 percent (75% of the applicable hourly minimum wage); April 3, 1942.

Paramount Cap Manufacturing Company, Bourbon, Missouri; Apparel; Men's & Boys' Cloth Caps; 5 learners (75% of the applicable hourly minimum wage); October 3, 1941.

Perfect Trouser Company, Inc., 26th & Reed Streets, Philadelphia, Pennsylvania; Apparel; Cotton Pants; 10 percent (75% of the applicable hourly minimum wage); June 26, 1941.

Rex Manufacturing Company, Inc., 3725 Dauphine Street, New Orleans, Louisiana; Apparel; Work shirts, Pants, Uniforms; 10 percent (75% of the applicable hourly minimum wage); June 26, 1941.

Royal Manufacturing Company, 714 South Los Angeles Street, Los Angeles, California; Apparel; Ladies' Slack Suits, Nurses' Uniforms; 5 percent (75% of the applicable hourly minimum wage); April 3, 1942.

Henry Schottenfels, 324 61st Street, West New York, New Jersey; Apparel; Brassieres; 5 learners (75% of the applicable hourly minimum wage); April 3, 1942.

Soboroff-Rosenwald Company, 1500 North Ogden Street, Chicago, Illinois; Apparel; Men's & Boys' Cloth Caps; 10 learners (75% of the applicable hourly minimum wage); July 17, 1941.

Springfield Garment Manufacturing Company, 727 North Campbell Avenue, Springfield, Missouri; Apparel; Dresses, Overalls; 5 learners; (75% of the applicable hourly minimum wage); April 3, 1942.

Wear Well Garment Company, 1st North Street, New Ulm, Minnesota; Apparel; Trousers & Shirts; 4 learners (75% of the applicable hourly minimum wage); April 3, 1942.

Serfis Glove Corporation, Northville, New York; Gloves; Leather Dress Gloves; 1 learner; October 3, 1941.

Paul K. Well Company, 506 North Fourth Street, St. Louis, Missouri;

Gloves; Leather Dress Gloves; 25 learners; October 3, 1941.

Glenover Hosiery Mills, Inc., Morehead Street, Burlington, North Carolina; Hosiery; Seamless Hosiery; 5 learners; April 3, 1942.

Graysville Hosiery Mill, 125 E. Main Street, Dayton, Tennessee; Hosiery; Seamless Hosiery; 10 learners; December 3, 1941.

Leicester Leftex Hosiery Mills, Inc., 1083 Washington Avenue, Bronx, New York; Hosiery; Seamless Hosiery; 5 learners; April 3, 1942.

Long Finishing Mills, Inc., Trade & Worth Streets, Burlington, North Carolina; Hosiery; Seamless & Full fashioned Hosiery; 5 percent; April 3, 1942.

Hamburg Knitting Mill & Bleach Works, Pine Street, Hamburg, Pennsylvania; Knitted Wear; Knitted Underwear; 5 percent; April 3, 1942.

Utica Knitting Company, Mill No. 6, 700 Whitesboro Street, Utica, New York; Knitted Wear; Knit Underwear, Commercial Knitting; 10 learners; July 31, 1941.

Janet-Fifth Avenue, 16 East 52nd Street, New York, New York; Millinery, Custom-made; 1 learner; April 3, 1942.

Signed at Washington, D. C., this 2d day of April 1941.

**GUSTAV PECK,**  
Authorized Representative  
of the Administrator.

[F. R. Doc. 41-2440; Filed, April 2, 1941;  
11:57 a. m.]

#### FEDERAL POWER COMMISSION.

[Docket No. IT-5563]

IN THE MATTER OF THE OHIO PUBLIC SERVICE COMPANY

ORDER POSTPONING HEARING

APRIL 1, 1941.

It appearing to the Commission that: Good cause has been shown for the postponement of the hearing in this proceeding heretofore set by order of February 12, 1941;

The Commission orders that: Hearing in this proceeding, heretofore set by order of February 12, 1941, to commence on April 8, 1941, be and it is hereby postponed until April 22, 1941, at 9:45 a. m. in the Hearing Room of the Federal Power Commission, 1800 Pennsylvania Avenue NW., Washington, D. C.

By the Commission.

[SEAL] **LEON M. FUQUAY,**  
Secretary.

[F. R. Doc. 41-2417; Filed, April 2, 1941;  
10:22 a. m.]

[Docket No. IT-5684]

IN THE MATTER OF PEOPLES POWER COMPANY

ORDER POSTPONING HEARING

APRIL 1, 1941.

It appearing to the Commission that: Good cause has been shown for the postponement of the hearing in this proceeding;

The Commission orders that: The hearing in this proceeding, heretofore set to commence on April 7, 1941, be and it is hereby postponed until May 12, 1941, at 9:45 a. m. in Room 207, United States Post Office Building, Moline, Illinois.

By the Commission.

[SEAL] **LEON M. FUQUAY,**  
Secretary.

[F. R. Doc. 41-2418; Filed, April 2, 1941;  
10:22 a. m.]

[Docket No. IT-5685]

IN THE MATTER OF IOWA UNION ELECTRIC COMPANY

ORDER TO SHOW CAUSE AND FIXING DATE FOR HEARING

APRIL 1, 1941.

It appearing to the Commission that:

(a) On December 27, 1938, Iowa Union Electric Company, formerly Keokuk Electric Company, hereinafter referred to as "Company," filed and submitted proposed reclassification and original cost studies required by Electric Plant Accounts Instruction 2-D of the Commission's Uniform System of Accounts Prescribed for Public Utilities and Licensees, effective January 1, 1937, and the Commission's order of May 11, 1937, for its properties and acquired properties, Dallas City Light Company and Fort Madison Electric Company;

(b) The Commission's staff has made a field study of the Company's proposed reclassification and original cost studies and submitted a report entitled "Report on the Original Cost Study of Electric Plant of Iowa Union Electric Company, formerly Keokuk Electric Company, and Acquired Companies, Fort Madison Electric Company and Dallas City Light Company, as at December 31, 1936";

(c) The Commission's staff report was transmitted to the Company on September 29, 1939, with a request that the accounting adjustments indicated in the report be made, and copies of the adjusting journal entries be submitted;

(d) Under date of November 25, 1940, there was transmitted to the Company, as a result of correspondence, conferences, and the submission of additional data, a supplemental report in which a revised allocation of the differences between original cost and book cost of certain gas, electric and railway properties of the companies named in paragraph (a) hereof, was made, and at the same time the Company was requested to submit a plan for the immediate disposition of the amounts established in Account 100.5, Electric Plant Acquisition Adjustments, and Account 107, Electric Plant Adjustments, by said supplemental report;

(e) Agreement has not been reached between the Company and the Commission's staff with respect to the accounting adjustments indicated in the Commission's staff reports referred to in paragraphs (b) and (d) hereof;

The Commission finds that:

(1) Iowa Union Electric Company has not justified or explained its failure to

adjust its accounts in accordance with the adjustments recommended in the "Report on the Original Cost Study of Electric Plant of Iowa Union Electric Company, formerly Keokuk Electric Company, and Acquired Companies, Fort Madison Electric Company and Dallas City Light Company, as at December 31, 1936," and the supplemental report of November 25, 1940, made by the Commission's staff;

(2) The Company's proposed treatment of the amounts established in Account 100.5, Electric Plant Acquisition Adjustments, and Account 107, Electric Plant Adjustments, by the above-mentioned "Report on the Original Cost Study of Electric Plant of Iowa Union Electric Company, formerly Keokuk Electric Company, and Acquired Companies, Fort Madison Electric Company and Dallas City Light Company, as at December 31, 1936," and the supplemental report of November 25, 1940, as outlined in its letter of February 28, 1941, does not appear to constitute a proper plan for the disposition of the amounts established in the above-mentioned accounts;

(3) It is advisable, necessary and proper in the public interest that a public hearing be held for the purpose of requiring Iowa Union Electric Company to show cause, under oath, why this Commission should not order (a) adjustment of the Company's accounts in conformity with the recommendations made in the reports mentioned in paragraphs (b) and (d) hereof; and (b) disposition of the amounts established in Account 100.5, Electric Plant Acquisition Adjustments, and Account 107, Electric Plant Adjustments, in accordance with the evidence adduced at said public hearing;

The Commission orders that:

A public hearing be held on April 28, 1941, at 9:45 a. m., in the Hearing Room of the Federal Power Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue NW., Washington, D. C., and at said hearing Iowa Union Electric Company show cause, under oath, why the Commission should not determine by order that:

(A) Adjusting entries be made to bring the Company's accounts in conformity with all the recommendations made by Commission's staff in its "Report on the Original Cost Study of Electric Plant of Iowa Union Electric Company, formerly Keokuk Electric Company and Acquired Companies, Fort Madison Electric Company and Dallas City Light Company, as at December 31, 1936," and supplemental report of November 25, 1940, referred to in paragraphs (b) and (d) hereof;

(B) Disposition be made of the amounts established in Account 100.5, Electric Plant Acquisition Adjustments, and Account 107, Electric Plant Adjustments; in accordance with the evidence adduced at said hearing; and

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(C) The Illinois Commerce Commission may participate in said hearing, as provided in Part 39, section 394 of this Commission's Rules of Practice and Regulations prescribed pursuant to the provisions of the Federal Power Act.

By the Commission.

[SEAL]

LEON M. FUQUAY,  
Secretary.

[F. R. Doc. 41-2435; Filed, April 2, 1941;  
11:40 a. m.]

**SECURITIES AND EXCHANGE COMMISSION.**

[File No. 31-84]

**IN THE MATTER OF INTERNATIONAL UTILITIES CORPORATION DOMINION GAS AND ELECTRIC COMPANY**

**ORDER EXTENDING EXEMPTION FOR LIMITED PERIOD**

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 31st day of March, A. D. 1941.

International Utilities Corporation and Dominion Gas and Electric Company having made application for exemption of Dominion Gas and Electric Company as a holding company pursuant to the provisions of section 3 (a) (5) of the Public Utility Holding Company Act of 1935, and said companies having also made application pursuant to section 3 (b) of said Act for an order exempting Dominion Gas and Electric Company and its subsidiary companies from the provisions of the Act applicable to them as subsidiary companies of International Utilities Corporation, a registered holding company; and

The Commission on the 13th day of April, 1939, having made and entered an order exempting Dominion Gas and Electric Company from all those provisions of the Public Utility Holding Company Act of 1935 which would require it to register under said Act because of its directly or indirectly owning, controlling, or holding with power to vote 10% or more of the outstanding voting securities of Canadian Western Natural Gas, Light, Heat and Power Company, Limited; Northwestern Utilities, Limited; and Canadian Utilities, Limited; and also exempting Dominion Gas and Electric Company; Canadian Western Natural Gas, Light, Heat and Power Company, Limited; Northwestern Utilities, Limited; Canadian Utilities, Limited, and other non-utility subsidiaries to the extent specified from certain provisions of the Act applicable to them as subsidiary companies of International Utilities Corporation, a registered holding company:

The said order further providing that the exemptions therein granted shall expire December 31, 1940 without prejudice to the right of International Utilities Corporation and Dominion Gas and Electric

Company to apply on behalf of themselves and the subsidiary companies of Dominion Gas and Electric Company for an extension of the time in which such order shall be effective; and

International Utilities Corporation and Dominion Gas and Electric Company having filed on the 10th day of December, 1940, an amendment to the application aforesaid requesting that the exemptions heretofore granted by the Commission be extended for a further period beyond December 31, 1940; and

The Commission having, by orders dated December 27, 1940, January 25, 1941, and March 14, 1941, extended the exemptions granted to Dominion Gas and Electric Company and its subsidiaries by order of the Commission dated April 13, 1939, so that the same shall expire on March 31, 1941; and

The Commission desiring to give further consideration to the aforesaid amended application and deeming it not detrimental to the public interest or the interest of investors or consumers that the aforesaid exemptions be further extended for a limited additional period;

*It is therefore ordered,* That the exemptions granted to Dominion Gas and Electric Company and its subsidiaries by order of this Commission dated April 13, 1939, as extended by orders of this Commission dated December 27, 1940, January 25, 1941, and March 14, 1941, be and the same hereby are further extended so that the same shall expire on April 30, 1941.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2434; Filed, April 2, 1941;  
11:38 a. m.]

[File No. 70-831]

**IN THE MATTER OF INTERNATIONAL UTILITIES CORPORATION**

**ORDER CONSENTING TO WITHDRAWAL OF DECLARATION**

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 31st day of March, A. D. 1941.

The above-named party having filed with the Commission a request for the withdrawal of a declaration pursuant to Rule U-12C-1 promulgated under the Public Utility Holding Company Act of 1935 with regard to the purchase by International Utilities Corporation of 5,000 shares of its \$3.50 Prior Preferred Stock;

The Commission consents to the withdrawal of such declaration and to that effect

It is so ordered.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2433; Filed, April 2, 1941;  
11:38 a. m.]

[File No. 70-287]

**IN THE MATTER OF THE UNITED GAS IMPROVEMENT COMPANY**

**NOTICE OF AND ORDER FOR HEARING**

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 1st day of April, A. D. 1941,

The United Gas Improvement Company, a registered holding company, having filed an application and/or a declaration pursuant to the Public Utility Holding Company Act of 1935 regarding the proposed issue and sale to underwriters for resale to the public of 701,253 shares of common stock of The Connecticut Light and Power Company, a subsidiary company thereof, such shares representing all of the common stock of that corporation held by The United Gas Improvement Company;

*It is ordered,* That a hearing on such matter under the applicable provisions of said Act and the rules of the Commission thereunder be held on April 7, 1941, at 11 o'clock in the forenoon of that day, at the Securities and Exchange Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held. At such hearing, if in respect of any declaration, cause shall be shown why such declaration shall become effective.

*It is further ordered,* That Willis E. Monty, or any other officer or officers of the Commission designated by it for that purpose, shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice.

Notice of such hearing is hereby given to such declarant or applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before April 5, 1941.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2437; Filed, April 2, 1941;  
11:55 a. m.]

[File No. 70-290]

**IN THE MATTER OF INDUSTRIAL GAS CORPORATION**

**NOTICE REGARDING FILING**

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 2d day of April, A. D. 1941,

Notice is hereby given that a declaration or application (or both), has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party or parties; and

Notice is further given that any interested person may, not later than April 15, 1941, at 4:30 P. M., E. S. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-8 of the Rules and Regulations promulgated pursuant to said Act. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

Gas Producing Company of Ohio and The Industrial Gas Company, all of whose outstanding securities are owned by National Gas & Electric Corporation, a registered holding company, propose to transfer all of their assets, subject to liabilities, to Industrial Gas Corporation, a new company formed to acquire said assets, in consideration of the issuance

of 6,460 shares of its capital stock, \$100 par value. Following the transfer of such assets Gas Producing Company of Ohio and The Industrial Gas Company will be dissolved.

The applicant has requested the Commission to grant the application before April 15, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2438; Filed, April 2, 1941;  
11:55 a. m.]

[File No. 812-149]

IN THE MATTER OF THE CHICAGO  
CORPORATION

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 2d day of April, A. D. 1941.

An application under section 10 (f) of the Investment Company Act of 1940 having been duly filed with the Commission by the above named applicant for an order granting an exemption from the provisions of said section so as to permit the applicant to purchase 6,000 shares of the capital stock of Continental Casualty Company of which Glore, Forgan & Co. is a principal underwriter;

*It is ordered*, That a hearing on the matter of the application of the above named applicant under the applicable

provisions of said Act and the Rules of the Commission thereunder be held on April 8, 1941, at 1:00 o'clock in the afternoon of that day in the Securities and Exchange Commission Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such date the hearing room clerk will advise interested parties where such hearing will be held. After commencement of such hearing the same may be continued by the trial examiner and such continued hearing may be held in the same or such other place as the trial examiner may designate.

*It is further ordered*, That Charles S. Moore, Esquire, or any other officer or officers of the Commission designated for that purpose shall preside at the hearing on such application. The officer so designated to preside at any such hearing is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42 of the Investment Company Act of 1940 and to trial examiners under the Commission's Rules of Practice.

Notice of such hearing is hereby given to the above named applicant and to any other person or persons concerned or to any person or persons whose participation in such proceedings may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2436; Filed, April 2, 1941;  
11:55 a. m.]

